

Counterpart No. 3 of 5  
A-10510

RECORDATION NO. 2632-B Filed 1425

JUL 16 1979 - 10 45 AM  
INTERSTATE COMMERCE COMMISSION

CONFIRMATORY  
DEED OF RELEASE

WHEREAS, Indenture of Mortgage and Security Agreement dated June 1, 1972, (hereinafter referred to as the "Mortgage") from CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, (hereinafter referred to as the "Company") to Chicago and North Western Railway Company, now named Northwest Chemco, Inc., (hereinafter referred to as "Mortgagee") provides in Article IV Section 4.02 that "... Any part of the Mortgaged Property which does not consist of real estate, which is not subject to the lien of any Prior or Parity Mortgage and which is disposed of by Company to a transferee other than an Affiliate of Company shall, if at the time no Event of Default shall have occurred and be continuing, be automatically released from the lien of this Mortgage and Security Agreement without the necessity of any accounting to Mortgagee, and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

"For the purposes of this Section 4.02: ...; and the Omaha First Mortgage shall not be considered to be a Prior or Parity Mortgage."; and

WHEREAS, the Company seeks release for and will convey to the First Security Bank of Utah pursuant to a Participation Agreement dated as of April 15, 1979 two (2) GP-7 locomotives, Ry. Nos. CNW 153 and CNW 154 (hereinafter called Equipment); and

WHEREAS, the Equipment is covered by the Omaha First Mortgage; and

WHEREAS, the Company desires to obtain a Confirmatory Release evidencing the withdrawal of the Equipment from the lien of said Mortgage, and said Omaha First Mortgage, and the termination of said lien thereon;

NOW, THEREFORE, the Mortgagee for and in consideration of the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby confirm that the Equipment is free and clear of the lien of said Mortgage, and said Omaha First Mortgage, and does hereby remise, release, convey and quitclaim unto the Company all right, title and interest, and every claim and demand whatsoever which said Mortgagee may now or hereafter have or claim to have acquired in, under through or by virtue of said Mortgage, and said Omaha First Mortgage, in and to the Equipment.

before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 12<sup>th</sup> day of July A.D., Nineteen Hundred and 79 .

Barbara A. Rotz

NOTARY PUBLIC

in and for the County of Cook in  
the State of Illinois.

My Commission as such  
Notary Public Expires:

8-9-81

in no manner affect the validity of  
said instrument or the Security Agreement, as to the  
retention of the property described and not hereby  
specifically released.

WHEREAS THE undersigned, Northwest Chemco, Inc., as  
Mortgagee, has caused its name to be signed  
to this instrument and to cause by one of its Vice Presidents  
thereunto authorized and its corporate seal to be  
affixed hereunto and attested by its Secretary this  
11th day of August, 1964, in the County of Hennepin, State of Minnesota.

WITNESSETH  
THE PUBLIC OFFICER OF THE STATE OF MINNESOTA  
DO NOTARY PUBLIC, HENNEPIN COUNTY.

NORTHWEST CHEMCO, INC.  
as Mortgagee as aforesaid,

*[Signature]*

*[Signature]*  
Vice President

*[Signature]*

ATTEST:

*[Signature]*  
Secretary

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) SS

I, \_\_\_\_\_, a Notary Public, duly  
commissioned and qualified for the County and State  
aforesaid and residing therein, DO HEREBY CERTIFY that  
Paul J. \_\_\_\_\_ and \_\_\_\_\_ are personally known and  
known to me to be  
respectively \_\_\_\_\_ President and \_\_\_\_\_ Secretary of  
NORTHWEST CHEMCO, INC., a Minnesota corporation ("Chemco")  
described in said instrument within and foregoing  
instrument, and that they are to be the identical  
persons whose names are subscribed to said instrument, appeared

RECORDATION NO. 6632-C Filed 1425

**CONFIRMATORY  
DEED OF RELEASE**

**AUG 30 1979 - 9 00 AM**  
INTERSTATE COMMERCE COMMISSION

WHEREAS, Indenture of Mortgage and Security Agreement dated June 1, 1972, (hereinafter referred to as the "Mortgage") from CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, (hereinafter referred to as the "Company") to Chicago and North Western Railway Company, now named Northwest Chemco, Inc., (hereinafter referred to as "Mortgagee") provides in Article IV Section 4.02 that "... Any part of the Mortgaged Property which does not consist of real estate, which is not subject to the lien of any Prior or Parity Mortgage and which is disposed of by Company to a transferee other than an Affiliate of Company shall, if at the time no Event of Default shall have occurred and be continuing, be automatically released from the lien of this Mortgage and Security Agreement without the necessity of any accounting to Mortgagee, and Mortgagee will execute such instruments of release thereof from the lien and security interest hereunder as Company may reasonably request.

"For the purposes of this Section 4.02: ...; and the Omaha First Mortgage shall not be considered to be a Prior or Parity Mortgage."; and

WHEREAS, the Company seeks release for and will convey to the First Security Bank of Utah pursuant to a Participation Agreement dated as of April 15, 1979 two (2) GP-7 locomotives, Ry. Nos. CNW 151 and CNW 152 (hereinafter called Equipment); and

WHEREAS, the Equipment is covered by the Omaha First Mortgage; and

WHEREAS, the Company desires to obtain a Confirmatory Release evidencing the withdrawal of the Equipment from the lien of said Mortgage, and said Omaha First Mortgage, and the termination of said lien thereon;

NOW, THEREFORE, the Mortgagee for and in consideration of the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby confirm that the Equipment is free and clear of the lien of said Mortgage, and said Omaha First Mortgage, and does hereby remise, release, convey and quitclaim unto the Company all right, title and interest, and every claim and demand whatsoever which said Mortgagee may now or hereafter have or claim to have acquired in, under through or by virtue of said Mortgage, and said Omaha First Mortgage, in and to the Equipment.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this Confirmatory Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its *Assistant* Secretary this 13th day of *August* A.D., Nineteen Hundred and Seventy-Nine.

Edward Kolodziejczak  
Bronson Inc. Albany

By: G. M. W.  
Vice President

Lee Brock  
assistant Secretary

I, BARBARA A. RADOSZA, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and ELLIS A. BROCK to me personally known and known to me to be, respectively, a Vice President and *Assistant* Secretary of NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared

before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and *assistant* Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 13th day of *August* A.D., Nineteen Hundred and 79 .

*Barbara A. Podroga*

NOTARY PUBLIC

in and for the County of Cook in  
the State of Illinois.

My Commission as such

Notary Public Expires: *Aug. 9, 1981*

RECORDATION NO. 6632-A Filed & Recorded

FEB 3 1978 - 11 - PM

INTERMEDIATE CONFERENCE COMMISSION

CONFIRMATORY  
DEED OF RELEASE

WHEREAS, Indenture of Mortgage and Security Agreement dated June 1, 1972, (hereinafter referred to as the "Mortgage") from CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, (hereinafter referred to as the "Company") to Chicago and North Western Railway Company, now named Northwest Chemco, Inc., (hereinafter referred to as "Mortgagee") provides in Article IV, Section 4.02 that "Any part of the Mortgaged Property which is subject to the lien of any Prior or Parity Mortgage shall, if released from the lien of such Prior or Parity Mortgage in compliance with the provisions thereof, be automatically released from the lien of this Mortgage and Security Agreement . . . ."; and

WHEREAS, the Company by Bill of Sale dated December 13, 1977 conveyed unto Regional Transportation Authority, an Illinois municipal corporation, (hereinafter referred to as "RTA") its successors and assigns, forever all of its right, title and interest in, and good and marketable title to, all of the items of transportation equipment described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as "Equipment"); and

WHEREAS, by Release instruments dated November 22, 1977 and November 21, 1977 issued respectively by (i) Morgan Guaranty Trust Company of New York, Trustee under a Mortgage dated January 1, 1938, originally executed by Chicago Great Western Railway Company (the Company being successor Mortgagor) and Guaranty Trust Company of New York, and (ii) The First National Bank of Chicago, Trustee under a Mortgage dated January 1, 1938, originally executed by Chicago Great Western Railway Company (the Company being successor Mortgagor), and by Deed of Release dated December 13, 1977 issued by The First National Bank of Chicago, Trustee under Indenture of Mortgage and Deed of Trust dated as of January 1, 1939, originally executed by Chicago and North Western Railway Company (the Company being successor Mortgagor), each said Trustee did release said Equipment from the lien of its respective mortgages; and

WHEREAS, said above-described mortgages are all Prior or Parity Mortgages as defined in the Mortgage; and

WHEREAS, the grantee under said conveyance has requested the Company to obtain and deliver to it a Confirmatory Release evidencing the withdrawal of the Equipment from the lien of said Mortgage, and the termination of said lien thereon;

NOW, THEREFORE, the said Mortgagee for and in consideration of the payment of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is

hereby acknowledged, does hereby confirm that the said conveyance of the Equipment is free and clear of the lien of the said Mortgage, and does hereby remise, release, convey and quitclaim unto RTA all of the right, title and interest, and every claim and demand whatsoever which said Mortgagee may now or hereafter have or claim to have acquired in, under through or by virtue of said Mortgage, in and to the Equipment.

This instrument shall in no manner affect the lien of said Indenture of Mortgage and Security Agreement, as to the remainder of the property therein described and not hereby specifically released.

IN WITNESS WHEREOF, said Northwest Chemco, Inc., as Mortgagee, as aforesaid, has caused its name to be signed to this Confirmatory Deed of Release by one of its Vice Presidents thereunto duly authorized, and its corporate seal to be affixed hereunto and attested by its Secretary this 31st day of January A.D., Nineteen Hundred and 78

WITNESSES:  
TO THE SIGNATURES OF THE OFFICERS  
OF NORTHWEST CHEMCO, INC.

NORTHWEST CHEMCO, INC.,  
as Mortgagee as aforesaid,

[Signature]  
[Signature]

By: [Signature]  
Vice President

ATTEST:

[Signature]  
Secretary

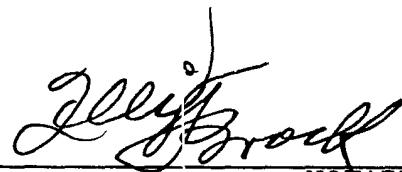
STATE OF ILLINOIS)  
COUNTY OF COOK ) ss

I, ELLIS A. BROCK, a Notary Public, duly commissioned and qualified in and for the County and State aforesaid and residing therein, DO HEREBY CERTIFY that PAUL J. WEIR and R. J. HILL to me personally known and known to me to be, respectively, a Vice President and Secretary of



NORTHWEST CHEMCO, INC., a Wisconsin corporation ("Chemco") described in and which executed the within and foregoing instrument in writing and known to me to be the identical persons whose names are subscribed to said instrument, appeared before me this day in person, and being first duly sworn by me, did severally depose and say that they are, respectively, a Vice President and Secretary of Chemco; that as such officers they signed, sealed, and delivered said instrument in behalf of Chemco by authority and order of its Board of Directors as the free and voluntary act and deed of Chemco, and as their own free and voluntary act; that they know the seal of Chemco; that the seal affixed to said instrument is the seal of Chemco; and that Chemco executed said instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as such Notary Public, at Chicago, Illinois, this 31<sup>st</sup> day of January A.D., Nineteen Hundred and 78



NOTARY PUBLIC  
in and for the County of Cook in  
the State of Illinois.

My Commission as such  
Notary Public Expires: October 3, 1981

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
SUBURBAN SERVICE DIESEL LOCOMOTIVES SOLD TO THE  
REGIONAL TRANSPORTATION AUTHORITY

	<u>Unit Number</u>
CNW	406
CNW	407
CNW	408
CNW	409
CNW	410
CNW	411
CNW	412
CNW	413
CNW	414
CNW	416
CNW	501
CNW	502
CNW	503
CNW	504
CNW	505
CNW	506
CNW	507
CNW	508
CNW	509
CNW	510
CNW	511
CNW	512
CNW	513
CNW	514
CNW	515
CNW	516
CNW	517
CNW	518
CNW	519
CNW	520
CNW	521
CNW	522
CNW	5019B
CNW	5021A
CNW	5024B
CNW	5025A
CNW	5025B
CNW	5026A
CNW	5026B
CNW	5027A
CNW	5028B
CNW	5030B
CNW	5031A
CNW	5031B
CNW	5032A
CNW	5033A

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 SUBURBAN SERVICE BI-LEVEL COACHES SOLD TO THE  
 REGIONAL TRANSPORTATION AUTHORITY

<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>
CNW 1	CNW 48	CNW 95	CNW 142	CNW 189	CNW 301
CNW 2	CNW 49	CNW 96	CNW 143	CNW 190	CNW 302
CNW 3	CNW 50	CNW 97	CNW 144	CNW 191	CNW 303
CNW 4	CNW 51	CNW 98	CNW 145	CNW 192	CNW 304
CNW 5	CNW 52	CNW 99	CNW 146	CNW 193	CNW 305
CNW 6	CNW 53	CNW 100	CNW 147	CNW 194	CNW 306
CNW 7	CNW 54	CNW 101	CNW 148	CNW 195	CNW 307
CNW 8	CNW 55	CNW 102	CNW 149	CNW 196	CNW 308
CNW 9	CNW 56	CNW 103	CNW 150	CNW 197	CNW 309
CNW 10	CNW 57	CNW 104	CNW 151	CNW 198	CNW 310
CNW 11	CNW 58	CNW 105	CNW 152	CNW 199	CNW 311
CNW 12	CNW 59	CNW 106	CNW 153	CNW 200	CNW 312
CNW 13	CNW 60	CNW 107	CNW 154	CNW 201	CNW 313
CNW 14	CNW 61	CNW 108	CNW 155	CNW 202	CNW 314
CNW 15	CNW 62	CNW 109	CNW 156	CNW 203	CNW 315
CNW 16	CNW 63	CNW 110	CNW 157	CNW 204	CNW 316
CNW 17	CNW 64	CNW 111	CNW 158	CNW 205	CNW 317
CNW 18	CNW 65	CNW 112	CNW 159	CNW 206	CNW 318
CNW 19	CNW 66	CNW 113	CNW 160	CNW 207	CNW 319
CNW 20	CNW 67	CNW 114	CNW 161	CNW 208	CNW 320
CNW 21	CNW 68	CNW 115	CNW 162	CNW 209	CNW 321
CNW 22	CNW 69	CNW 116	CNW 163	CNW 210	CNW 322
CNW 23	CNW 70	CNW 117	CNW 164	CNW 211	CNW 323
CNW 24	CNW 71	CNW 118	CNW 165	CNW 212	CNW 324
CNW 25	CNW 72	CNW 119	CNW 166	CNW 213	CNW 325
CNW 26	CNW 73	CNW 120	CNW 167	CNW 214	CNW 326
CNW 27	CNW 74	CNW 121	CNW 168	CNW 215	CNW 327
CNW 28	CNW 75	CNW 122	CNW 169	CNW 216	CNW 328
CNW 29	CNW 76	CNW 123	CNW 170	CNW 217	CNW 329
CNW 30	CNW 77	CNW 124	CNW 171	CNW 218	
CNW 31	CNW 78	CNW 125	CNW 172	CNW 219	
CNW 32	CNW 79	CNW 126	CNW 173	CNW 220	
CNW 33	CNW 80	CNW 127	CNW 174	CNW 221	
CNW 34	CNW 81	CNW 128	CNW 175	CNW 222	
CNW 35	CNW 82	CNW 129	CNW 176	CNW 223	
CNW 36	CNW 83	CNW 130	CNW 177	CNW 224	
CNW 37	CNW 84	CNW 131	CNW 178	CNW 225	
CNW 38	CNW 85	CNW 132	CNW 179	CNW 251	
CNW 39	CNW 86	CNW 133	CNW 180	CNW 252	
CNW 40	CNW 87	CNW 134	CNW 181	CNW 253	
CNW 41	CNW 88	CNW 135	CNW 182	CNW 254	
CNW 42	CNW 89	CNW 136	CNW 183	CNW 255	
CNW 43	CNW 90	CNW 137	CNW 184	CNW 256	
CNW 44	CNW 91	CNW 138	CNW 185	CNW 261	
CNW 45	CNW 92	CNW 139	CNW 186	CNW 262	
CNW 46	CNW 93	CNW 140	CNW 187	CNW 263	
CNW 47	CNW 94	CNW 141	CNW 188	CNW 264	